Home Office

AUTHORITY: The Secretary of State for the Home Department

Volume 3

Schedule N – Demobilisation

Travel Services

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Main Contract	Services Agreement
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1. GENERAL OBLIGATIONS

1.1 Six (6) months prior to the end of the Contract Term or upon receipt of a Termination Notice, if earlier, the Service Provider shall, without prejudice to any other provisions in this Contract:

a) Develop and submit a draft Exit Management Plan to the Contract Administrator in accordance with paragraph 5 to this Schedule N (*Demobilisation*).

b) Provide such assistance, in accordance with such timetable as the Authority may reasonably require, for the purpose of facilitating an efficient, effective and fair transfer of the provision of the Services (or any part of them), such assistance to include effective co-operation with a gradual hand over of responsibilities from the Service Provider to the Authority or a third party in the event of termination or expiry of the Contract.

c) Take all reasonable steps to ensure that, on the termination or expiry of this Contract:

I. Either there is an efficient and seamless transfer of the Services (or any applicable part of them) to the Authority or a third party or (at the request of the Authority) there is an orderly cessation of the Services (or any applicable part of them); and

II. In so far as reasonably practicable, there is no inconvenience or risk to the health and safety of the employees of the Authority, Detainees or members of the public.

d) As soon as practicable remove from the Authority premises any property belonging to the Service Provider and if it has not done so within one (1) month after any notice from the Authority requiring it to do so the Authority may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and shall hold any proceeds less all costs incurred to the credit of the Service Provider.

1.2 The Service Provider shall not at any time knowingly or recklessly do or omit to do anything which may adversely affect the ability of the Authority to ensure:

a) An orderly and prompt transfer of the Services (or any applicable part of them) to the Authority or a third party; or

b) An orderly cessation of the Services

in each case upon the termination or expiry of this Contract.

2. PROVISION OF INFORMATION AND ASSISTANCE

2.1 Without limiting the generality of paragraph 1 above, the Service Provider shall in accordance with such timetable and (in relation to information) in such format as the Authority may reasonably specify:

a) Provide to the Authority unfettered access to Management Information;

b) Update the information provided in accordance with sub paragraph (a) above as and when required by the Authority acting reasonably;

c) Without prejudice to the Schedule I (*Commercially Sensitive Information*), allow the Authority or any potential third party to conduct a due diligence process with respect to all aspects of the provision of the Services by a third party;

d) Promptly and fully answer all questions about the Services which may reasonably be asked by the Authority; and

e) Procure that Staff participate in and present to such meetings with the Authority in each case to the extent and in the manner reasonably required by the Authority.

2.2 The Service Provider shall be deemed to warrant that any information provided by the Service Provider for the purposes of any process relating to the Services (or their equivalent or any part thereof) and/or any transition to a third party (including without limitation the information provided pursuant to Paragraphs 2.1(a) and (b)) is true and accurate in all material respects as at the date on which it is provided.

2.3 The Service Provider acknowledges and agrees that the Authority shall be entitled to use all information provided under paragraph 2.1 for the purposes of any future commercial activity relating to the provision of the Services (or their equivalent and/or any part thereof) and, in this context, shall be (notwithstanding the provisions of Clause 39 (*Confidential Information, Use of Documents, and Freedom of Information*) entitled to disclose such information to third parties.

3. HANDOVER OF DOCUMENTATION, SOFTWARE AND AUTHORITY TANGIBLE PROPERTY

3.1 On the expiry or termination of this Contract (howsoever caused) or if earlier when required to do so in accordance with the Exit Management Plan from time to time in force, the Service Provider shall deliver to the Authority (or as it directs) at such location or locations within the United Kingdom as the Authority may nominate for this purpose any documents, Service Provider's Records and data (whether in hard copy or electronic format (and where the latter applies, in such format as the Authority may reasonably specify) in the possession or control of the Service Provider and/or its Sub-contractors which relate to this Contract, including (without limitation):-

a) Any software, including the associated software licensing agreements, provided to the Service Provider and/or any of its Sub-contractors for use in connection with the Services;

b) Any data concerning the Services or Detainees and Service users and which is obtained by the Service Provider in the course of the delivery of the Services; and/or

c) Any applicable Background and Foreground Intellectual Property Rights and Specially Written Software, in accordance with the provisions of Clause 40 (*Intellectual Property Rights*) of the Contract.

4. PHASED TRANSITION OF SERVICE

4.1 The Authority reserves the right to transfer the service in a phased approach to the incoming Service Provider during the contract demobilisation period. This phased transfer will result in a proportion of the service requests being allocated to the incoming service provider during their mobilisation phase to test and transition the service.

4.2 In the event that the Authority chooses to exercise it right under this paragraph 4 to phase in the new service the service provider will:

a) co-operate with all parties including, but not limited to the Authority and the incoming service provider to facilitate this phased transfer of the service

b) Shall produce a plan in respect of the phased transfer of service for approval by the Authority, consulting with the Authority and the incoming service provider as required; and

c) Shall maintain the capability to take back the work being transferred to the new service provider during the phased transfer period, in the event that the Authority decides to cease, reverse, or suspend the phased transfer. For the avoidance of doubt the Service Provider shall retain the ability to meet all contractual obligations of work assigned to it until termination/expiry of the contract.

5. MISCELLANEOUS

5.1 For the avoidance of doubt the Authority shall assume no liability and/or responsibility for any act or omission by and/or any contract, agreement, arrangement, assignment or order entered into by the Service Provider and/or any of its Sub-contractors on or prior to the termination of this Contract.

6. EXIT MANAGEMENT PLAN

6.1 PURPOSE

This paragraph 6 sets out the matters to be included in the Exit Management Plan.

6.2 MATTERS TO BE INCLUDED

The Exit Management Plan shall include (without limitation) the following:

a) A list, by reference to each part of the Services, of the staff resources and key personnel (if any) used to provide such Services;

b) All relevant process maps and Management Information related to the Services;

c) Rules and procedures which will be adopted by the Service Provider so as to ensure that it does not make inappropriate use of, or gain an unfair advantage as a result of, any information gained by the Service Provider during any process for any subsequent procurement or tendering of the Services (or their equivalent or any part thereof);

d) Assumptions and requirements in relation to the input required by the

Authority and or other third parties as the case may be necessary in order to discharge its responsibilities as set out in the proposed Exit Management Plan;

e) If applicable a detailed programme for the transfer process for use in conjunction with the Authority or (as the case may be) a third party in the event that the Services (or their equivalent or any part thereof) are to be transferred to the Authority or (as the case may be) a third party including details of:

- The means to be used to ensure an orderly and prompt transfer of responsibility for providing the relevant Services to the Authority or a third party provider (if applicable) while maintaining continuing provision of the Services throughout the transfer process or until the cessation of the Services (or their equivalent or any part thereof);
- The process for handing responsibility for any work in progress and/or ongoing liabilities to any successor provider;
- The management structure to be employed during transfer; and
- All relevant Management Information, operational data, intellectual property and such licences as may be applicable.
- Any phased transition plans required under paragraph 5 above.

f) Plans for communication with Staff and the Authority's staff, and suppliers to avoid any detrimental impact on the Authority's operations as a result of undertaking the transfer

g) Plans for provision of contingent support to the Authority for a reasonable period after transfer for the purposes of providing services replacing the Services.

h) Methods of safely and securely transferring all data stored to the Authority in a format supported by the Authority.

7. CO-OPERATION WITH OTHER PARTIES

7.1. Co-operate with other parties, including, but not limited to the Authority, and the incoming service provider to effect the smooth transfer of service provision

7.2. To abide by the requirements of the "Contract Transfer Compact", as detailed at Annex A to this schedule.

ANNEX A - CONTRACT TRANSFER COMPACT

1. GENERAL

1.1 It is recognised by all parties that effective contract handover is the responsibility of the incoming, and outgoing service providers.

1.2 Effective co-operation between all parties is essential to the effective transfer of the contract, and this compact details the basic terms of co-operation by which all parties agree to abide.

1.3 This compact is in addition to any specific obligation covered elsewhere within the contract. Where an obligation/term detailed elsewhere within the contract contradicts this compact, then that obligation/term shall take precedence.

2. OUTGOING SERVICE PROVIDER

2.1 Agrees to co-operate with the incoming service provider and the Authority to effect the smooth transfer of the contract, including the timely, detailed, and accurate provision of information as required.

2.2 Agrees to provide a principle point of contact, for the incoming service provider, and the Authority, who has responsibility for demobilisation and the authority to make decisions binding upon the outgoing service provider.

2.3 Agrees to make relevant staff available to facilitate the smooth transfer of the service. This includes but is not limited to making staff available for meetings with the incoming service provider and/or the Authority, and responding in a timely manner to e-mails, and telephone calls.

2.4 Agrees that if specific working groups are established the outgoing service provider will provide suitable, experienced staff, with the authority to make decisions to participate within these working groups

2.5 Agrees to develop and abide by a communication strategy with the other parties in respect of the contract transfer.

2.6 Agrees to consider reasonable requests from the incoming contractor to communicate with existing staff, and where such requests are granted to facilitate this communication.

2.7 Agrees to provide such facilities as required by the incoming contractor to facilitate contract handover, where such provision is feasible and reasonable.

2.8 Agrees to provide updated, accurate information to the incoming service provider as soon as any change/issue is identified. This information would include, but not be limited to:

a) Notification of changes to the TUPE list (for example staff resigning, or being retained by the outgoing service provider).

3. INCOMING SERVICE PROVIDER

3.1 Agrees to co-operate with the outgoing service provider and the Authority to effect the

smooth transfer of the contract, including the timely, detailed and accurate provision of information as required.

3.2 Agrees to provide a principle point of contact, for the outgoing service provider, and the Authority, who has responsibility for mobilisation, and the authority to make decisions binding upon the incoming service provider.

3.3 Agrees to make relevant staff available to facilitate the smooth transfer of the service. This includes but is not limited to making staff available for meetings with the outgoing service provider and/or the Authority, and responding in a timely manner to e-mails, and telephone calls.

3.4 Agrees that if specific working groups are established the incoming service provider will provide suitable, experienced staff, with the authority to make decisions to participate within these working groups.

3.5 Agrees to develop and abide by a communication strategy with the other parties in respect of the contract transfer.

3.6 Agrees to abide by any reasonable restriction placed upon it by the outgoing service provider, or the Authority in respect of, but not limited to:

a) Communication with staff

3.7 Agrees that it will not undertake any action that will have an adverse effect upon the performance of the current contract.

4. THE AUTHORITY

4.1 Agrees that whilst it is recognised by all parties that effective contract handover is the responsibility of the incoming, and outgoing service provider, the Authority has a key liaison role in the process including, but not limited to;

a) Mediating issues between the incoming and outgoing contractors.

b) Escalating issues which cannot be resolved by mediation with the other parties senior management, to gain resolutions.

c) Chairing tripartite meetings (if required).

d) Facilitating the provision of information from either the incoming or outgoing contractor, where such information has not been made readily available.

4.2 Agrees to make relevant staff available to facilitate the smooth transfer of the service. This includes but is not limited to making staff available for meeting with the incoming service provider and/or the outgoing service provider, and responding in a timely manner to e-mails, and telephone calls.

4.3 Agrees to provide updated, accurate information to the incoming and outgoing service provider in relation to any issue which may affect contract mobilisation or demobilisation.